

INDENTURE OF TRUST
RESERVE FUNDS
FOR
MILLSTONE NUCLEAR UNIT SPENT FUEL COSTS

This INDENTURE OF TRUST, dated as of _____, 2002, between NORTHEAST UTILITIES SERVICE COMPANY, a Connecticut corporation having its principal office in Berlin, Connecticut (hereinafter called "NUSCO"), THE CONNECTICUT LIGHT AND POWER COMPANY, a Connecticut corporation having its principal office in Berlin, Connecticut (hereinafter called "CL&P"), WESTERN MASSACHUSETTS ELECTRIC COMPANY, a Massachusetts corporation having its principal office in Brush Hill, Massachusetts (hereinafter called "WMECO", CL&P and WMECO being hereinafter called the "Companies") and _____, a national banking association organized and existing under the laws of the United States (together with its successor or successors hereinafter called the "Trustee").

WHEREAS the Companies owned interests in three nuclear electric generating units located at Millstone Nuclear Power Station in Waterford, Connecticut, which interests were sold by the Companies on March 31, 2001 (collectively, the "Unit") to a subsidiary of Dominion Resources, Inc. ("DRI"); and

WHEREAS, rules and regulations administered by the United States Department of Energy (together with any successor agency or agencies hereinafter called the "DOE") require that owners and generators of spent nuclear fuel and high level waste derived from spent nuclear fuel (hereinafter "Spent Fuel") delivering the same to the DOE pay to the DOE a fee for the disposal of Spent Fuel; and

WHEREAS, NUSCO, as agent for the Companies, and the DOE entered into a contract as of [June 30, 1983] for the disposal of Spent Fuel (the "Contract").

WHEREAS, under the Contract, the Companies were obligated to pay to the DOE certain fees, including a fee for Spent Fuel which was produced by the Unit in the generation of electricity prior to April 7, 1983 (hereinafter "Pre-1983 Spent Fuel Fee"), such fee to be paid pursuant to one of three payment options; and

WHEREAS, pursuant to federal law, the Companies selected the payment option of lump-sum payment to the DOE of the Pre-1983 Spent Fuel Fee at any time prior to the first delivery of Pre-1983 Spent Fuel to the DOE; and

WHEREAS, as a result of the sale of the Unit to DRI, the DOE has agreed to look to DRI for payment of, and DRI has agreed to pay the Pre-1983 Spent Fuel Fee; and

WHEREAS, as a condition of the sale of the Unit to DRI, the Companies agreed to reimburse DRI for the amount of Pre-1983 Spent Fuel Fees paid to the DOE; and

WHEREAS, the Companies desire to make provision for this future payment to DRI of the Pre-1983 Spent fuel Fees and accrued interest by establishing an independent trust to assure their financial ability to meet their future reimbursement obligations to DRI, such trust to hold all payments made to it; and

WHEREAS, all conditions and requirements necessary to make this Indenture of Trust a valid and legal instrument, in accordance with its terms and for the purposes herein expressed, have been performed and fulfilled and the execution and delivery hereof have been duly authorized.

NOW, THEREFORE, in consideration of the foregoing premises and for the purposes of establishing the trust and securing the faithful performance and observance of the covenants and conditions hereinafter set forth, the Companies have executed and delivered this Indenture of Trust to the Trustee and said Trustee does by these presents agree, on behalf of itself and its successor or successors in trust, to hold all property and rights conveyed to it or them pursuant hereto upon the trusts and subject to the conditions herein set forth.

And it is hereby covenanted, declared and agreed, upon the trusts and for the purposes aforesaid, as set forth in the following covenants, agreements, conditions and provisions, viz.:

ARTICLE I

Definitions

Section 1.01. Defined Terms. For all purposes of this Indenture of Trust, unless the context otherwise specifies or requires:

A. "Companies" shall mean The Connecticut Light and Power Company and Western Massachusetts Electric Company.

B. "Contract" shall mean the Contract between the Companies and the DOE entered into as of [June 30 1983] for the disposal of the Pre-1983 Spent Fuel, as the same may be modified, amended or supplemented from time to time.

C. "DOE" shall mean the United States Department of Energy.

D. "DRI" shall mean Dominion Resources, Inc., or a subsidiary thereof.

E. "NUSCO" shall mean Northeast Utilities Service Company.

F. "Officers' Certificate" shall mean a certificate signed by the President (or a Vice President) and Treasurer (or an Assistant Treasurer) of a Company or NUSCO.

G. "Pre-1983 Spent Fuel" shall mean Spent Fuel produced by the Unit prior to April 7, 1983.

H. "Pre-1983 Spent Fuel Fee" shall mean the disposal fee for Spent Fuel produced by the Unit prior to April 7, 1983 owed to the DOE pursuant to the Contract.

I. "Spent Fuel" shall mean spent nuclear fuel and high level radioactive waste derived from spent nuclear fuel.

J. "Trustee" shall mean _____, and its successors which shall become such in the manner prescribed in Section 6.04.

K. "Unit" shall mean the nuclear electric generating plants and the land located at Millstone Nuclear Power Station in Waterford, Connecticut, as they shall from time to time exist.

ARTICLE II

Identification, Nature and Duration of the Trust

Section 2.01. Identification of Trust. The trust established by this Indenture of Trust shall be named the "Millstone Spent Fuel Trust."

Section 2.02. Nature and Purpose. The Millstone Spent Fuel Trust is intended to assure provision for the reimbursement by the Companies to DRI for payments made by DRI to the DOE under the Contract with respect to Pre-1983 Spent Fuel.

The Millstone Spent Fuel Trust will be independent of the Companies and their stockholders, and will constitute a vehicle which will hold and disburse, in accordance with the provisions hereof, monies collected from the Companies, together with income earned thereon, for the purpose of defraying such Pre-1983 Spent Fuel Fee reimbursement. If, after full payment to DRI of the Pre-1983 Spent Fuel Fee has been made, it is determined that excess monies have been collected or accumulated in the trust pursuant to this Indenture of Trust, any such excess shall be distributed pursuant to Section 7.02 hereof.

Section 2.03. Duration; Amendment. The term of the Millstone Spent Fuel Trust shall extend until the earliest of: (1) the exhaustion of all monies in the trust, or (2) the release, expiration or other extinguishment, by payment or otherwise, of the Companies' obligations to make payments to DRI with respect to the reimbursement of the Pre-1983 Spent Fuel Fee paid by DRI, or (3) notification to the Trustee by the Companies of their decision to have this trust merged into a substantially equivalent trust and the transfer of all the monies in the trust to such successor trust. It is recognized that, depending upon the amounts accumulated in the trust and the time of payment under the Contract, the trust may continue for an extended period.

The trust is irrevocable by the Companies; provided, however, that the Companies may merge this trust into other trusts pursuant to Section 7.01, and the Companies may amend this Indenture of Trust in order to comply with any law, order, rule or regulation of any governmental body or agency having jurisdiction over (i) the, disposal of Spent Fuel, (ii) taxes paid by the Companies, or (iii) the trust created by this Indenture of Trust; subject, however, to the right of the Trustee to decline to enter into any such amendment if, in its opinion, such amendment may not afford adequate protection to the Trustee when the same shall become operative.

ARTICLE III

Particular Covenants of the Companies

The Companies hereby covenants as follows:

Section 3.01. Instruments of Further Assurance. The Companies will execute and deliver such further instruments and do such further acts as they or the Trustee considers necessary or proper to carry out more effectually the purposes of this Indenture of Trust or to transfer to any new trustee or trustees the estate, powers, instruments and monies held in trust hereunder.

Section 3.02. Appointment of Successor Trustee. Whenever necessary to avoid or fill a vacancy in the office of Trustee, the Companies will, in the manner provided in Section 6.04, take action to appoint a Trustee so that there shall at all times be a Trustee hereunder that is eligible and qualified in accordance with the provisions of Section 6.02.

ARTICLE IV

Spent Fuel Trust Fund

Section 4.01. Deposits. All monies deposited with the Trustee pursuant to the provisions hereof, together with income earned thereon, shall be held by the Trustee upon the trust hereof. The Companies shall deposit with the Trustee upon the execution of this Indenture of Trust the sum of [\$_____].

The Companies may make subsequent deposits of monies to the Trust.

Monies held pursuant to this Indenture of Trust as part of the trust estate shall be applied or paid by the Trustee only in accordance with the provisions of this Article IV.

Section 4.02. Management of Trust Monies. The Trustee shall hold and invest funds held under this Indenture of Trust pursuant to written investment guidelines and directions promulgated by the Companies in consultation with the Trustee. Said investment guidelines shall take into account considerations appropriate to achievement of the purposes described in this Indenture of Trust, such as the estimated date for the payment due under the Contract prior to the first delivery to DOE of Pre-1983 Spent Fuel, the preservation of accumulated principal, appropriate liquidity prior to the first delivery of Pre-1983 Spent Fuel (so that any trust expenses may be paid in a timely manner and the amount of the payment due to DRI will be readily available on relatively short notice), and the goal of maximizing trust earnings after payment of any trust expenses.

In investing, reinvesting, exchanging, selling and otherwise managing the trust, the Trustee shall discharge its duties with the care, skill, prudence and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the

conduct of an enterprise of a like character and with like aims and in accordance with any written investment guidelines and directions promulgated from time to time by the Companies in consultation with the Trustee.

The Companies shall have the power to appoint one or more investment managers to manage, or direct, the acquisition, holding or disposition of any trust assets in accordance with the terms of a written appointment made by the Companies; provided, however, that the Trustee shall at all times retain custody of all trust assets. Any such investment manager shall, unless its appointment provides otherwise, have the power to direct the Trustee in the exercise of those powers expressly given the Trustee under this Section 4.02 with respect to all or part of the trust monies, pursuant to the terms of its appointment by the Companies, and the Trustee shall, upon receipt of an Officers' Certificate certifying such investment manager's appointment and written acknowledgment of such appointment from such investment manager satisfactory in form to the Trustee, exercise such powers as directed in writing by such investment manager. The Trustee shall not be liable for any diminution in the value of the trust as a result of following any such direction or as a result of not exercising any such powers in the absence of any such direction. If no such investment manager has been so appointed by the Companies, the Trustee shall have the same authority as an investment manager to invest and reinvest the Trust in accordance with the provisions of this Indenture of Trust and the associated written investment guidelines, and the directions of the Companies. The Trustee shall not be liable for any diminution in the value, of the trust as a result of following any such direction or as a result of not exercising any such powers in the absence of any such direction.

Section 4.03. Withdrawal of Trust Monies.

Monies held by the Trustee in the trust shall be withdrawn from the trust by the Trustee only for payment of Trustee fees and expenses, investment management fees, payment to DRI as

reimbursement for payments of the Pre-1983 Spent Fuel Fee made by DRI to the DOE pursuant to the Contract, or distribution to the Companies in accordance with the provisions of Section 7.02 of this Indenture. The Trustee shall make each such payment upon receipt of an Officers' Certificate which specifies the date, amount, purpose and method of payment.

ARTICLE V

Consolidation, Merger, Conveyance or Transfer

Section 5.01. The Companies May Consolidate, etc., on Certain Terms. Nothing in this Indenture of Trust shall be interpreted to prevent any consolidation or merger of either or both of the Companies with, or into, any other entity or entities; provided, however, that upon any such consolidation or merger, the successor entity or entities shall execute and deliver to the Trustee, simultaneously with such consolidation or merger, a trust agreement supplemental hereto in form satisfactory to the Trustee, containing an agreement on the part of such successor entity or entities to assume the due and punctual performance and observance of all the covenants and conditions of this Indenture of Trust, with the same effect and to the same extent as if such successor entity or entities had been an original party hereto.

Section 5.02. Other Successors. Nothing in this Indenture of Trust shall be interpreted to prevent the Companies from transferring all or substantially all of their right, title and interest in this Indenture of Trust, and their reimbursement obligations to DRI to any agent, representative, authority, agency, commission or other entity or entities, authorized by applicable state and federal statutes or regulations to assume responsibility for such payment; provided, however, that such transferee shall execute and deliver to the Trustee a trust agreement supplemental hereto in form satisfactory to the Trustee, containing an agreement on the part of such transferee entity or entities to assume the due and punctual performance and observance of all the covenants and conditions of the Indenture of Trust, with the same effect and to the same extent as if such transferee had been an original party hereto.

Section 5.03. Successor Substituted. In the event a Company, pursuant to Section 5.01 or 5.02, shall consolidate with or merge into any other entity or shall convey or transfer all or

substantially all its respective rights, title and interest in this Indenture of Trust and its obligations to DRI to any other entity, the successor entity, upon causing to be executed and delivered the supplemental Indenture of Trust referred to in Section 5.01 or Section 5.02, as the case may be, shall succeed to the rights and obligations of such Company, and be substituted, hereunder with the same effect as if such successor entity had been named herein as an original party.

Section 5.04. The Trustee shall have no responsibility to solicit the supplemental indenture referred to in Section 5.01, 5.02, or 5.03.

ARTICLE VI

The Trustee

Section 6.01. Acceptance of Trust; Certain Terms of the Trust. The Trustee, for itself and its successors, hereby accepts the trust created by this Indenture of Trust and agrees to perform the same, but only upon the terms expressly herein set forth, including the following:

A. The recitals herein shall be taken as the statements of the Companies and shall not be considered as made by, or imposing any obligation or liability upon, the Trustee. The Trustee makes no representations as to the value, condition, or validity of the trust (or any part thereof) to achieve the purpose of this Indenture of Trust and the trust created herein, and the Trustee shall incur no liability or responsibility in respect of any such matters.

B. The Trustee shall be under no responsibility or duty with respect to the disposition of any monies duly paid to the Companies or their agent under any provision hereof.

C. The Trustee shall be under no responsibility or obligation to collect any deposit of monies into the trust.

D. The Trustee shall not rely upon any default under any covenant in Article III hereof as a defense against performing its trust and powers hereunder.

E. The Trustee may execute the trust or powers hereof and perform any duty hereunder

either directly or through its agents or attorneys.

F. The Trustee may, as an expense of administering the trust, consult with legal counsel to be selected by it (who may be counsel for the Companies), and the Trustee shall not be liable for any action taken or suffered by it in good faith in accordance with the advice of such counsel.

G. The Trustee shall have the right, from time to time, to be reasonably compensated for all services rendered hereunder and to be reimbursed for all reasonable expenses incurred by it in the administration of the trust created hereby. The Companies, at their option, may pay for services and compensation directly following reasonable notice from the Trustee of such services and compensation, or may direct the Trustee to apply trust monies held by it hereunder to the payment of such compensation and expense reimbursements.

H. The Companies shall indemnify the Trustee against any liability it may sustain, in good faith and without negligence, in the performance of its duties hereunder.

I. The Trustee shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, statement, obligation, appraisal or other document believed by it to be genuine and to have been signed by the proper party or parties. The Trustee shall accept a resolution of a Company's board of directors certified by the Secretary or Assistant Secretary of such Company as conclusive evidence that a resolution has been duly adopted and is in full force and effect. Except as otherwise expressly provided, an Officers' Certificate shall be accepted by the Trustee as conclusive evidence of the facts therein stated, and shall constitute full protection to the Trustee for any action taken or omitted to be taken by the Trustee in accordance with the same and good faith reliance thereon. Notwithstanding the fact that the Trustee shall have no obligation to make any investigation into the matters stated in any such notice, resolution, request, consent, order, certificate, report, opinion, statement, obligation, appraisal or other

paper or document, the Trustee may, in its discretion, make such further inquiry into such facts or matters as it may see fit.

J. The Trustee shall maintain appropriate records of all deposits, investments and earnings thereon received by the trust and all disbursements made from the trust, and within 20 days following the end of each month the Trustee shall provide to the Companies a written statement of all transactions taking place during said month. In addition, the Trustee shall provide to the Companies at least annually on or before February 15 of each year a report certifying as to the activity in the trust over the period since the effective date of the most recent annual report and the balances at the beginning and end of such period.

K. The Companies and their agents shall have the right to review, inspect and audit the books and records of the Trustee relating to the trust.

L. The Trustee shall cause appropriate tax returns with respect to the trust and income earned by the trust to be prepared and filed.

M. The Trustee shall prepare and submit such applications, reports and other documents as may be required by any governmental authority identified in an Officers' Certificate as having jurisdiction over the trust and performance of the trust obligations and activities specified by this Indenture of Trust.

N. Without in any way limiting the powers and authority conferred upon the Trustee by other provisions of this Indenture of Trust or by law, and to enable the Trustee to perform its duties hereunder, the Trustee is expressly authorized and empowered as follows:

To sell, exchange, convey, transfer or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;

To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers granted in this Indenture of Trust;

To register any securities held in the trust in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the trust hereunder;

In consultation with the Companies, to compromise or otherwise adjust claims in favor of or against the trust.

Section 6.02. Persons Eligible for Appointment as the Trustee. The Trustee shall at all times be a bank or trust company having its principal office and place of business in the United States of America, and shall at all times be a corporation with a combined capital and surplus of at least \$200,000,000 and authorized under applicable laws to exercise corporate trust powers and subject to supervision or examination by appropriate federal or state authorities. If the Trustee publishes independently audited reports of condition at least annually, pursuant to law or to the

requirements of any supervising or examining authority referred to in this Section, then, for the purposes of this Section, the combined capital and surplus of the Trustee shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

In the event the Trustee ceases to be eligible under this Section, it shall resign immediately in the manner and with the effect specified in Section 6.03; if the Trustee does not so resign, it shall be removed forthwith, by the Companies.

Section 6.03. Resignation and Removal. The Trustee may resign and be discharged from the trust hereby created by giving at least sixty days' prior written notice thereof to the Companies. Such resignation shall become effective on the day specified in such notice or upon the appointment of a successor and such successor's acceptance, whichever is later.

The Companies may at any time remove the Trustee, with or without cause, upon at least sixty days' prior written notice, such notice to be in the form of an officers' Certificate delivered to the Trustee declaring such removal and specifying the successor trustee appointed pursuant to Section 6.04.

The Trustee, after resignation or removal, may nevertheless retain a lien upon the trust monies to secure any amounts due to it under any provision of this Indenture of Trust.

Section 6.04. Appointment of Successor Trustee. In the event the Trustee resigns, is removed, or becomes incapable of acting or is adjudged bankrupt or insolvent, or if a receiver of the Trustee or its property is appointed or a public officer takes charge or control of the Trustee or its property or affairs for the purpose of rehabilitation, conservation or liquidation, a vacancy shall be deemed to exist in the office of the Trustee, and a successor shall be appointed by the Companies to fill such vacancy. The validity of any such appointment, however, shall not be

impaired or affected by failure to give notice of such appointment or by any defect in such notice. If, in a proper case, no successor Trustee shall have been appointed pursuant to the foregoing provisions of this Section, or if appointed, shall not have accepted the appointment, within 75 days after the resignation of the Trustee, or the occurrence of a vacancy in the office of the Trustee, the Trustee or any other interested party may apply to a court of competent jurisdiction to appoint a successor Trustee.

Section 6.05. Acceptance of Appointment by Successor Trustee. A successor Trustee appointed hereunder shall execute an instrument accepting such appointment and deliver one counterpart thereof each to the Companies, the retiring Trustee, and, if applicable, the court making such appointment. Thereupon, without any further act, such successor Trustee shall become vested with all the properties, rights, powers, trusts and duties of the retiring Trustee as if originally named under this Indenture of Trust; however, any retiring Trustee, when requested by the successor Trustee in writing or by the Companies and upon payment of any lawful charges and disbursements, shall nevertheless execute and deliver an instrument or instruments conveying and transferring to such successor Trustee all its properties, rights, powers, and trusts hereunder and shall duly assign, transfer and deliver to such successor Trustee all property and monies held by it hereunder. If the successor Trustee reasonably requests an instrument from the Companies for the purpose of more fully and certainly vesting in and confirming to it said properties, rights, powers and trusts, then such instrument shall be executed, acknowledged and delivered to it by the Companies.

Section 6.06. Merger or Consolidation of the Trustee. Subject to the requirements of Section 6.02 hereof, any corporation into which the Trustee may be merged or with which it may be consolidated or any corporation resulting from any merger or consolidation to which the Trustee shall be a party or any corporation to which substantially all the business and assets of the Trustee may be transferred, shall be the Trustee under this Indenture of Trust, without further act.

ARTICLE VII

Distribution of Assets upon Termination

Section 7.01. Transfer to Successor Trust. In the event that the trust established pursuant to this Indenture of Trust is required or permitted by an action of any governmental authority having jurisdiction to be transferred to another trust or trusts in order to satisfy the purposes specified in Section 2.02, the Companies shall have the right, by written notice to the Trustee, to elect to have such trust or trusts subsumed into such other trust or trusts. Such written notice of such election shall be signed by the Treasurer or Assistant Treasurer of NUSCO and shall direct the Trustee to transfer the trust monies to the specified successor trust or trusts. Upon the completion of such transfer, the trust shall terminate.

Section 7.02. Final Distribution. Any monies remaining in the trust upon termination of the term hereof in accordance with clause (2) of the first paragraph of Section 2.03 hereof shall be distributed by the Trustee to or at the direction of the Companies, as set forth in an Officer's Certificate.

If the trust created by this Indenture of Trust is finally determined to be void for any reason by a court or other governmental authority having jurisdiction, any portion of the trust estate which cannot then be applied to achievement of the purposes specified herein shall be distributed in the manner specified in this Section 7.02.

ARTICLE VIII

General Provisions

Section 8.01. Compliance Certificates and Opinions. Every certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture of Trust shall include:

A. A statement that each person making such certificate or opinion has read such covenant or condition and the definitions herein relating thereto.

B. A brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based.

C. A statement that, in the opinion of each such person, he or she has made or caused to be made such examination or investigation as is necessary to enable that person to express an informed opinion as to whether or not such covenant or condition has been complied with.

D. A statement as to whether or not, in the opinion of the person making such certification or opinion, such condition or covenant has been complied with.

In any case where several matters are required to be certified by, or covered by an opinion of, any specified person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such person, or that they be so certified or covered by only one document, but one such person may certify or give an opinion with respect to some matters

and one (or more) other such persons as to other matters, and each such person may certify or give an opinion as to such matters in one or several documents.

Section 8.02. No implied obligations. This Indenture of Trust shall not be interpreted to impose any duty, responsibility, obligation or liability upon the Trustee, NUSCO or the Companies in addition to those duties, responsibilities, obligations and liabilities which are expressly specified in this instrument.

Section 8.03. Action of the Companies. Wherever in this Indenture of Trust an action of the Companies is permitted or required, such action may be taken on their behalf by NUSCO, acting as their agent.

ARTICLE IX

Miscellaneous

Section 9.01. Supplemental Indentures of Trust. Subject to Section 2.03 hereof, this Indenture of Trust may be amended or supplemented from time to time by the execution and delivery of one or more supplemental indentures of trust by and among NUSCO, the Companies and the Trustee, provided that the amendment or supplement has received any required approval or acceptance by any governmental body having jurisdiction.

Section 9.02. Successor Governmental Authorities. Wherever a specific governmental authority is identified in this Indenture of Trust, such identification shall include any successor governmental authority, agency or body having substantially comparable responsibilities.

Section 9.03. Applicable Law. This Indenture of Trust shall be governed by and construed in accordance with the laws of the State of Connecticut.

Section 9.04. Unenforceable Provisions. Any provision of this Indenture of Trust which is prohibited or is determined to be unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 9.05. Waiver and Amendment. No term or provision of this Indenture of Trust may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party or other person against whom enforcement of the change, waiver, discharge or termination is sought; and any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given.

Section 9.06. Counterparts. This Indenture of Trust may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 9.07. Headings of Articles and Sections. The headings of the various Articles and Sections herein are for convenience of reference only and shall not define or limit any of the terms of provisions hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Indenture of Trust to be duly executed by their respective authorized officers as of the date first above written.

NORTHEAST UTILITIES SERVICE COMPANY

By: _____
Its:

THE CONNECTICUT LIGHT AND POWER COMPANY

By: _____
Its:

WESTERN MASSACHUSETTS ELECTRIC COMPANY

By: _____
Its:

By: _____
Its: